

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

PROFESSIONAL EMPLOYMENT
AGREEMENT BETWEEN THE
BOARD OF EDUCATION OF
BEAUFORT COUNTY SCHOOL DISTRICT
AND DR. FRANCISCO J. RODRIGUEZ

This contract of employment is made and entered into this 24th day of May, 2019, by and between the Board of Education of Beaufort County School District (hereinafter "the Board") and Dr. Francisco J. Rodriguez (hereinafter "the Superintendent").

WHEREAS, the Board desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Board believes improves the quality of its overall educational program; and

WHEREAS, the Board and the Superintendent believe a written contract is necessary to describe their relationship and serve as the basis for effective communication as they fulfill their respective duties and responsibilities in the operation of the schools in the District.

NOW, THEREFORE, the Board and the Superintendent, for the consideration herein specified, agree as follows:

1. TERM

The Board, in consideration of the promises herein contained of the Superintendent, hereby employs and the Superintendent hereby accepts employment as Superintendent of the District for a term commencing July 1, 2019 and ending June 30, 2023.

2. CERTIFICATION AND RESPONSIBILITIES OF THE SUPERINTENDENT

The Superintendent will furnish throughout the life of this contract professional credentials acceptable to the Board to act as Superintendent of the District, or alternatively, a South Carolina Superintendent's credential.

The Superintendent shall have charge of the administration of the District under the direction of the Board. He shall be the chief executive officer of the District; shall select, organize, reorganize, and assign all personnel as best serves the District and in compliance with State law; shall oversee the instructional program and business affairs of the District; shall from time to time suggest and/or promulgate as may be appropriate regulations, rules, and procedures deemed

necessary for the well ordering of the District; shall have authority to accept resignations for and on behalf of the Board; and in general, shall perform all duties incident to the office of Superintendent as prescribed by Board policies.

The Superintendent shall have the right to attend all Board meetings and Board and citizen committee meetings, providing administrative recommendations as appropriate on each item of business considered. Further, the Superintendent shall have the right to attend executive sessions of the Board except when the Board is discussing his evaluation, performance, contract terms, and/or any search for a new superintendent.

The Board, individually and collectively, shall promptly refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters or cause such matters to be investigated, and when requested or otherwise necessary, shall inform the Board of the results of such investigations. Requests for substantive information shall be made to the Superintendent and not to individual members of the District staff except as may be agreed by the Superintendent and the Board.

3. OUTSIDE ACTIVITIES

While the Superintendent shall devote full time and due diligence to the affairs and activities of the District, he also may serve as an unpaid consultant to other school districts or organizations and engage in writing and speaking activities if such activities do not impact his ability to perform his duties as Superintendent and provided he takes personal or vacation leave in accordance with District/Board policies and procedures on those days when he is not in the District. The Board will not reimburse the Superintendent for expenses incurred engaging in these activities.

The Superintendent may not engage in other employment, consulting services or any other activity for which a fee, salary, in-kind contribution or honorarium is received. The Board encourages the continuing professional growth of the Superintendent through his participation, as he may determine in light of his responsibilities as Superintendent, in (a) the operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and school board associations; (b) seminars and courses offered by public and private educational institutions; (c) informational meetings with other persons whose particular skills or backgrounds

would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the District; and (d) appropriate community groups and organizations. In its encouragement, the Board shall allow the Superintendent to attend and participate in such activities provided his time out of the office does not exceed five (5) business days per quarter. Any additional activities must be approved by Board vote. The Board agrees to pay or reimburse the Superintendent for expenses incurred in connection with these activities, including membership fees and dues, in accordance with District/Board policies and procedures and as provided in the annual District budget for the Superintendent's Office.

The Board agrees to pay or reimburse the Superintendent's dues to the American Association of School Administrators, the South Carolina Association of School Administrators and other related professional groups which the Superintendent believes are necessary to maintain and improve his professional skills and as provided in the annual District budget for the Superintendent's Office. Annually, the Superintendent shall provide the Board with a list of those organizations he has joined. Recognizing that the Superintendent's involvement in the community can provide opportunities to educate stakeholders on the work and goals of the District, the Superintendent is encouraged to give speeches, interviews and accept appointments to foundations, boards or commissions provided they do not interfere with his official duties.

4. SALARY

The Board shall pay the Superintendent an annual base salary of Two Hundred Ten Thousand and Two Hundred Dollars (\$210,200). The annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certificated employees of the District. The Superintendent shall receive the same annual percentage increases in compensation which are provided to other certified employees of the District.

The Board and Superintendent may mutually agree to adjust the salary of the Superintendent during the term of this contract, but in no event shall the Superintendent's salary be reduced. Any such mutually agreed upon adjustments in salary made during the life of this contract shall be in the form of an amendment and become part of this contract, but it shall not be deemed that the Board and the Superintendent have entered into a new contract or that the termination date of the existing contract has been extended.

5. VACATION AND OTHER BENEFITS

(a) Effective July 1, 2019, The Superintendent shall be entitled to all benefits provided to other administrative employees of the District, including but not limited to, sick leave, annual leave and vacation leave in accordance with District/Board policies and procedures, as well as insurance protection, retirement programs, and choice of tax-sheltered annuities. Due to the unique nature of his position, the Superintendent shall be eligible for twenty (20) days of annual vacation leave as of July 1, 2019. The Superintendent may cash out any unused vacation/annual leave as specified in District Regulations HRS 18 and HRS 18.1.

(b) The Superintendent shall be provided with a laptop or tablet as well as a smart phone to use in the performance of his duties under this Agreement, which property shall remain in the District upon the Superintendent's departure. The Superintendent may also utilize these resources for reasonable and appropriate personal use in accordance with District/Board policies and procedures regarding acceptable use.

(c) The District shall make an annual contribution to an annuity plan of the Superintendent's choice in an amount equal to 10% of his base salary for the 2019-20 school year school year, with 50% of the contribution being made on or before December 31, 2019 and the remaining 50% being made on or before June 30, 2020. Increases to the amount of the annuity shall be determined by the Board in good faith based on the results of the Superintendent's annual performance evaluation.

(d) The District shall contribute one thousand two hundred and fifty dollars (\$1,250) per year to be used by the Superintendent for life insurance premiums for his family.

(e) The Superintendent may utilize any "cafeteria benefits plan" approved by the Board, as permitted under 26 U.S.C. § 125, or any successor plan or statute, to the fullest extent allowed by law or the plan, to receive any of the benefits provided in this contract.

6. EXPENSES

(a) The District shall reimburse the Superintendent for moving expenses incurred in relocating the Superintendent and his family from Florida to the District. For this purpose, the Superintendent shall obtain three (3) quotes from moving companies of his choice and, upon presentation of receipts, the District will reimburse the Superintendent the amount of the middle

quote. The Superintendent agrees to establish a residence and locate his family within the District on or before October 31, 2019. Once established, the Superintendent shall maintain a residence in the District at all times while this Agreement is in effect.

(b) Should the Superintendent seek and be granted a release from his employment prior to June 30, 2023, the Superintendent shall reimburse the District on a pro rata basis calculated from the date the Superintendent is granted a release to the end of the original contract term for all moving expenses advanced pursuant to this contract. This provision shall not apply should the Superintendent seek release from the contract due to personal health problems or if the Superintendent is released from the District by unilateral termination during the first two years this contract is in effect. The Superintendent's obligation for reimbursement pursuant to this paragraph shall be limited to the actual dollar amount he received from the District for moving expenses.

(c) Recognizing that the Superintendent will be moving his family from Florida and selling their home there; and further, that the Superintendent will begin full time work as Superintendent in the District July 1, 2019, the Board agrees to pay \$2,000 per month to the Superintendent for temporary living expenses upon presentation of receipts. This payment will begin July 1 and end when the Superintendent purchases and moves into his residence in the District. In no case shall this payment exceed six months.

(d) The Board shall pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the continuing performance of his duties under this employment contract as provided in the District budget for the Superintendent's Office.

7. TRAVEL

The Superintendent shall receive the sum of Eight Hundred Fifty Dollars (\$850.00) per month as reimbursement for the use of his personal automobile for in-District travel. This amount shall cover wear and tear, maintenance, fuel and mileage. The Superintendent will be reimbursed for out-of-District travel in accordance with District/Board policies and procedures and as provided in the annual District budget for the Superintendent's Office.

8. PROFESSIONAL LIABILITY

The District agrees that it shall defend, hold harmless, and indemnify the Superintendent

from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as an agent/employee of the District, provided that the claim made or the incident or occurrence giving rise to the claim or action took place while the Superintendent was acting in good faith and within the scope of his employment. In no case shall an individual Board member be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings.

9. EVALUATION

The Board and Superintendent shall meet at least once annually and may include other appropriate school officials of the District to establish District goals and objectives for the ensuing school year. Said goals and objectives shall be as agreed upon by the Board and Superintendent, reduced to writing and be among the criteria by which the Superintendent is evaluated as hereinafter provided. Any additional criteria upon which the Superintendent shall be evaluated shall also be reduced to writing and agreed upon by the parties. This annual meeting shall normally be held during the summer; however, the initial such meeting shall be scheduled prior to December 31, 2019.

The Board shall evaluate the performance of the Superintendent at least once a fiscal year during the term of this agreement using objective criteria set forth in the Board's strategic governance policy and subjective criteria using an evaluation instrument approved by the Board. To conclude the evaluation, the Board shall meet in executive session to discuss the results of the evaluation and any related matters, such as the terms of the Superintendent's contract. The results of the evaluation and any conclusions drawn by the Board shall be shared with the Superintendent, both orally during executive session and in the form of a written summary. The Superintendent shall have the right to respond to the results either during the executive session and/or in writing, following the executive session. Any written response, along with the written summary of the results, shall be made a part of the Superintendent's personnel file. Following the Superintendent's evaluation or his written response, and at the request of either party, the Board may meet with the Superintendent in executive session to discuss the matter further.

The annual evaluation shall normally be conducted during the fall, with the first annual evaluation scheduled prior to December 31, 2020. The Board, however, reserves the right to

conduct an interim evaluation of the Superintendent's performance after the first six months of the Superintendent's employment. The Board shall further have the right to conduct an informal evaluation and/or assessment of the Superintendent at any time the Board deems necessary.

10. TERMINATION

This contract may be terminated by:

- (a) Mutual agreement of the parties;
- (b) Disability of the Superintendent;

In the event of disability by illness or incapacity, the Board may terminate this contract by written notice to the Superintendent at any time after the Superintendent has exhausted any accumulated sick leave and such other leave as may be available, and has been absent from his employment, for whatever cause, for a continuous period of ninety (90) calendar days. Except for any notification which may be required by law, including but not limited to COBRA, all obligations of the District shall cease upon such termination. If a question arises concerning the capacity of the Superintendent to return to his duties, the Board may require the Superintendent to submit to a medical examination, at District expense, to be performed by a physician mutually agreed upon. The physician shall submit a report to the Board as to whether the Superintendent is fully capable of performing the essential functions of his duties and responsibilities.

- (c) Discharge for just cause;

Discharge for just cause shall be based upon conduct that includes, but is not limited to, conduct which is seriously prejudicial to the District or which amounts to criminal wrongdoing, neglect of duty, incompetence, or unprofessional conduct, as determined by an affirmative vote of the majority of the Board. Notice of the specific grounds and facts supporting the discharge for just cause shall be given in writing and the Superintendent shall be entitled to appear before the Board in executive session to discuss such cause or causes and to provide oral and written support for the Superintendent's position with respect to the discharge including the authority to subpoena witnesses and documents. If the Superintendent chooses to be accompanied by legal counsel at such meeting, he shall bear any costs therein involved. Following the meeting, the

Superintendent shall be provided notice, in writing, of the results of the meeting. A transcript of the proceedings before the Board shall be made and provided without charge to the Superintendent.

(d) Unilateral termination;

The Board may, at its option, unilaterally terminate this Agreement upon an affirmative vote of seven (7) members of the Board at any regular or special meeting of the Board. In the event of such termination, the Superintendent shall not be entitled to appear before the Board, but the District shall pay to the Superintendent, upon the execution of a complete release of the District, the Board, and all Trustees in their individual and professional capacities, severance pay the equivalent of twelve (12) months base salary or the balance due on the contract, whichever amount is less. It is understood that this option should be exercised only after reasonable and good faith efforts pursuant to Paragraph 10(a) of the contract have been concluded.

(e) Death of the Superintendent.

11. SAVINGS CLAUSE

If, during the term of this contract, it is found that a specific clause of the contract is illegal under either federal or state law, the remainder of the Agreement not affected by such ruling shall remain in force.

12. DECLARATION BY GOVERNOR

As required by S.C. Code Ann. § 59-18-1570, this contract shall be void should the Governor of South Carolina declare that the office of Superintendent in Beaufort County School District is vacant.

13. PREEMPLOYMENT SERVICES

The Superintendent shall be available to meet with the Board and District staff as requested prior to July 1, 2019 to familiarize himself with the District and to consult with the Board and/or its representatives. The dates for such meetings shall be mutually agreed upon by the Superintendent and the Board. These days shall be considered preemployment consulting services for which the Superintendent shall be compensated Eight Hundred Dollars (\$800.00) per day. For any such professional services provided by the Superintendent prior to July 1, 2019, he shall be reimbursed in accordance with District policies and procedures. The preemployment services

described herein are for consulting services and shall not affect the commencement of the term of service as Superintendent provided in this contract.

14. AMENDMENT

This Contract may be amended during its term by the mutual written consent of the Board and the Superintendent. Any such amendment shall be in writing, approved by Board vote and executed by the Board Chair and the Superintendent. Any amendment hereto shall not affect the remainder of the Contract.

15. PARTIAL INVALIDITY

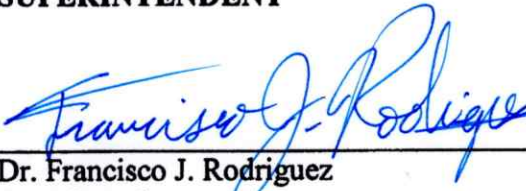
The invalidity of one or more phrases, sentences, clauses, sections or paragraphs contained in this Contract shall not affect the remaining portions, so long as the material purposes of this Contract can be determined and effectuated.

16. LAW

This Contract shall be governed, construed and enforced in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, the Board has caused this employment contract to be approved on its behalf by its duly authorized Chair and the Superintendent has approved this employment contract effective on the day and year specified above.

SUPERINTENDENT




Dr. Francisco J. Rodriguez
Superintendent


BOARD OF EDUCATION

By: 

Dr. Christina Gwozdz
Board Chair



Witness



Witness